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BellSouth Telecommunications, Inc.

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TN REGULATORY AUTHORITY
DOCKET ROOM
July 29, 2002

Guy M. Hicks
General Counsel

615 214 6301
Fax 615 214 7406

Hon. Sarah Kyle
Chairman
Tennessee Regulatory Authority
460 James Robertson Parkway
Nashville, Tennessee 37243-0505

DOCKET NO.

02-00834

Re: *Approval of the Amendment to the Interconnection Agreement Negotiated by BellSouth Telecommunications, Inc. and Memphis Networx LLC Pursuant to Sections 251 and 252 of the Telecommunications Act of 1996*
Docket No. ~~02-00589~~

Dear Chairman Kyle:

Enclosed please find the original and thirteen copies of an Amendment to the interconnection agreement between Memphis Networx LLC and BellSouth Telecommunications, Inc. which was approved by the Tennessee Regulatory Authority effective December 17, 2001. The Amendment modifies Section 6.6, Resale of Attachment 1 and replaces the Deposit Language in Attachment 7.

Thank you for your attention to this matter.

Sincerely yours,

Guy M. Hicks

cc: Ms. Carlotta Sampson, Memphis Networx LLC

BEFORE THE TENNESSEE REGULATORY AUTHORITY
Nashville, Tennessee

In re: *Approval of the Amendment to the Interconnection Agreement Negotiated
by BellSouth Telecommunications, Inc. and Memphis Networkx LLC
Pursuant to Sections 251 and 252 of the Telecommunications Act of 1996*

Docket No. *02-00834*
~~02-00589~~

PETITION FOR APPROVAL OF THE
AMENDMENT TO THE INTERCONNECTION AGREEMENT
NEGOTIATED BETWEEN BELL SOUTH TELECOMMUNICATIONS, INC.
AND MEMPHIS NETWORKX LLC
PURSUANT TO THE TELECOMMUNICATIONS ACT OF 1996

COME NOW, Memphis Networkx LLC ("Memphis Networkx") and BellSouth Telecommunications, Inc., ("BellSouth"), and file this request for approval of the Amendment to the Interconnection Agreement dated June 19, 2001 (the "Amendment") negotiated between the two companies pursuant to Sections 251 and 252 of the Telecommunications Act of 1996, (the "Act"). In support of their request, Memphis Networkx and BellSouth state the following:

1. Memphis Networkx and BellSouth have successfully negotiated an agreement for interconnection of their networks, the unbundling of specific network elements offered by BellSouth and the resale of BellSouth's telecommunications services to Memphis Networkx. The Interconnection Agreement was approved by the Tennessee Regulatory Authority ("TRA") effective December 17, 2001.

2. The parties have recently negotiated an Amendment to the Agreement which modifies Section 6.6, Resale of Attachment 1 and replaces the Deposit Language in Attachment 7. A copy of the Amendment is attached hereto and incorporated herein by reference.

3. Pursuant to Section 252(e) of the Telecommunications Act of 1996, Memphis Networkx and BellSouth are submitting their Amendment to the TRA for its consideration and approval. The Amendment provides that either or both of the parties is authorized to submit this Amendment to the TRA for approval.

4. In accordance with Section 252(e) of the Act, the TRA is charged with approving or rejecting the negotiated Amendment between BellSouth and Memphis Networkx within 90 days of its submission. The Act provides that the TRA may only reject such an agreement if it finds that the agreement or any portion of the agreement discriminates against a telecommunications carrier not a party to the agreement or the implementation of the agreement or any portion of the agreement is not consistent with the public interest, convenience and necessity.

5. Memphis Networkx and BellSouth aver that the Amendment is consistent with the standards for approval.

6. Pursuant to Section 252(i) of the Act, BellSouth shall make the Agreement available upon the same terms and conditions contained therein.

Memphis Networkx and BellSouth respectfully request that the TRA approve the Amendment negotiated between the parties.

This 30th day of July, 2002.

Respectfully submitted,

BELLSOUTH TELECOMMUNICATIONS, INC.

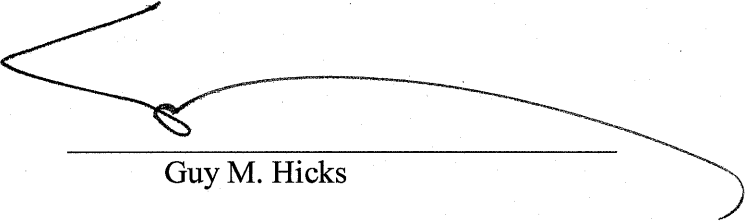
By: 

Guy M. Hicks
333 Commerce Street, Suite 2101
Nashville, Tennessee 37201-3300
(615) 214-6301
Attorney for BellSouth

CERTIFICATE OF SERVICE

I, Guy M. Hicks, hereby certify that I have served a copy of the foregoing Petition for Approval of the Amendment to the Interconnection Agreement on the following via United States Mail on the 30 day of May, 2002:

Ms. Carlotta Sampson
Memphis Network
7555 Appling Center Drive
Memphis, TN 38133



Guy M. Hicks

**AMENDMENT
TO THE
AGREEMENT BETWEEN
MEMPHIS NETWORK
AND
BELLSOUTH TELECOMMUNICATIONS, INC.
DATED JUNE 19, 2001**

Pursuant to this Amendment, (the "Amendment") Memphis Networkx and BellSouth Telecommunications, Inc. ("BellSouth"), hereinafter referred to collectively as the "Parties", hereby agree to amend that certain Interconnection Agreement between the Parties dated June 19, 2001 ("Agreement").

WHEREAS, BellSouth and Memphis Networkx entered into the Agreement on June 19, 2001, and;

NOW THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby covenant and agree as follows:

1. Attachment 1, Resale, Section 6.6, is hereby deleted in its entirety and replaced with new Section 6.6, as set forth in Exhibit 1 attached hereto and incorporated herein by this reference.
2. Attachment 7, Billing, Section 1.8, is hereby deleted in its entirety and replaced with a new Section 1.8, as set forth in Exhibit 1 attached hereto and incorporated herein by this reference.
3. All of the other provisions of the Agreement, dated June 19, 2001, shall remain in full force and effect.
4. Either or both of the Parties are authorized to submit this Amendment to the respective state regulatory authorities for approval subject to Section 252(e) of the Federal Telecommunications Act of 1996.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed by their respective duly authorized representatives and shall be deemed effective the date of the last signature of both Parties.

BellSouth Telecommunications, Inc.

By: CW Boltz

Name: C. W. Boltz

Title: Managing Director

Date: 6-24-02

Memphis Networkx

By: James R McDaniel

Name: JAMES R McDANIEL

Title: DIRECTOR

Date: 06-17-02

Attachment 1 – Resale

- 6.6 Memphis Networkx shall complete the BellSouth Credit Profile and provide information to BellSouth regarding credit worthiness. Based on the results of the credit analysis, BellSouth reserves the right to secure the account with a suitable form of security deposit. Such security deposit shall take the form of cash, an Irrevocable Letter of Credit (BellSouth form), Surety Bond (BellSouth form) or, in BellSouth's sole discretion, some other form of security. The fact that a security deposit has been made in no way relieves Memphis Networkx from complying with BellSouth's regulations as to advance payments. Any such security deposit shall in no way release Memphis Networkx from its obligation to make complete and timely payments of its bill. Memphis Networkx shall pay any applicable deposits prior to the inauguration of service. If, in the sole opinion of BellSouth, circumstances so warrant and/or gross monthly billing has increased beyond the level initially used to determine the level of security deposit, BellSouth reserves the right to request additional security and/or file a Uniform Commercial Code (UCC-1) security interest in Memphis Networkx' "accounts receivables and proceeds." Interest on a security deposit, if provided in cash, shall accrue and be paid in accordance with the terms in the appropriate BellSouth tariff. Security deposits collected under this Section shall not exceed two months' estimated billing. In the event Memphis Networkx fails to remit to BellSouth any deposit requested pursuant to this Section, service to Memphis Networkx may be terminated, and any security deposits will be applied to Memphis Networkx' account(s). In the event Memphis Networkx defaults on its account, service to Memphis Networkx will be terminated, and any security deposits will be applied to its account.

Attachment 7 - Billing

- 1.8 Memphis Networkx shall complete the BellSouth Credit Profile and provide information to BellSouth regarding credit worthiness. Based on the results of the credit analysis, BellSouth reserves the right to secure the account with a suitable form of security deposit. Such security deposit shall take the form of cash, an Irrevocable Letter of Credit (BellSouth form), Surety Bond (BellSouth form) or, in BellSouth's sole discretion, some other form of security. Any such security deposit shall in no way release Memphis Networkx from its obligation to make complete and timely payments of its bill. Memphis Networkx shall pay any applicable deposits prior to the inauguration of service. If, in the sole opinion of BellSouth, circumstances so warrant and/or gross monthly billing has increased beyond the level initially used to determine the level of security deposit, BellSouth reserves the right to request additional security and/or file a Uniform Commercial Code (UCC-1) security interest in Memphis Networkx' "accounts receivables and proceeds." Interest on a security deposit, if provided in cash, shall accrue and be paid in accordance with the terms in the appropriate BellSouth tariff. Security deposits collected under this Section shall not exceed two months' estimated billing. In the event Memphis Networkx fails to remit to BellSouth any deposit requested pursuant to this Section, service to Memphis Networkx may be terminated, and any security deposits will be applied to Memphis Networkx' account(s). In the event that Memphis Networkx defaults on its account, service to Memphis Networkx will be terminated in accordance with Section 1.7 of this Attachment, and any security deposits held will be applied to its account.